

May 31, 2013

IFB No. SA-13-01

**Notice to Prospective Bidders for
System Furniture Moving and Installation Services**

May 31, 2013

You are invited to review and respond to this Invitation for Bid (IFB), entitled System Furniture Moving and Installation Services IFB No. SA-13-01.

Disabled Veteran Business Enterprise (DVBE) and Small Business (SB) incentives may apply to this IFB and are encouraged to participate.

This contract requires Prevailing Wages as specified in this IFB. Also, please note that all contracts entered into with the California State Auditor (State Auditor) will include General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded from:

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

Prospective Contractors interested in responding to this IFB are encouraged to submit an e-mail indicating their interest and providing the firm's name and address. This e-mail should be sent to the attention of Ana Clark at the State Auditor's Office by June 5, 2013 (see e-mail address below). Submitting the e-mail will ensure that your firm receives supplemental or updated information that might be released subsequent to the State Auditor's issuance of the IFB.

In the opinion of the State Auditor, this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Ana Clark
California State Auditor's Office
916-445-0255
E-mail: Proposals@auditor.ca.gov

Please note that no verbal information given will be binding upon the California State Auditor

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Section I **Purpose and Description of Services**

The State of California, through the California State Auditor (State Auditor), requests bids to be submitted for the following purpose and in accordance with each of the following terms and conditions:

PURPOSE AND DESCRIPTION OF SERVICES

- a) The State Auditor's Office is located in Sacramento, California and plans to move from 555 Capitol Mall to 621 Capitol Mall. The move and furniture installation shall be completed by September 30, 2013.
- b) To the extent possible, the State Auditor will re-use the existing furniture systems at its new location. In this Invitation for Bid (IFB), the State Auditor solicits qualified bidders who will be available to provide services to the State for dismantling, moving, and installing office systems furniture. Contingent upon successful negotiation of a contract, the Contractor selected will provide all of the labor, materials, tools, equipment, and transportation necessary to disassemble, move, and install modular systems furniture workstations in accordance with design plans. Refer to the Scope of Work and Description of Services (Attachment A) for a more complete description of services.
- c) The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in a manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the State Auditor's Representative in writing.

Section II

Bidders Minimum Qualifications

BIDDERS MINIMUM QUALIFICATIONS

- a) The Contractor must have at least five years of experience installing modular office systems and at least three of the five years installing Kimball Cetra and TRAXX furniture systems.
- b) The Contractor must have experience in disassembly and installation of systems furniture and integrating new furniture.
- c) The Contractor must meet the insurance requirements described in the Property Management Insurance Requirements (Attachment B) and State of California Insurance Requirements per paragraph 32 of the Sample Agreement (Attachment E).
- d) The Contractor shall possess a valid and current Public Utilities Commission (PUC) Household Goods Carrier License or a California Department of Motor Vehicles (DMV) Motor Carrier Permit and all other applicable and required licenses and permits at the time the bid is submitted and during the entire term of the Agreement.

Section III **Bid Requirements and Information**

Prospective Contractors interested in responding to this IFB are encouraged to submit an e-mail indicating their interest and providing the firm's name and address. This e-mail should be sent to the attention of Ana Clark at proposals@auditor.ca.gov by June 5, 2013. Submitting the e-mail will ensure that your firm receives supplemental or updated information that might be released subsequent to the State Auditor's issuance of the IFB.

TIME SCHEDULE AND KEY DATES

1. Time Schedule

It is recognized that time is of essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time
IFB Available to Prospective Bidders	5/31/2013	
E-Mail Intent to Bid Due	6/5/2013	
Mandatory Pre-Bid Walkthrough	6/6/2013	9:30 A.M.
Written Question Submittal Deadline	6/10/2013	5:00 P.M.
Final Date and Time for Bid Submission	6/18/2013	5:00 P.M.
Bid Opening	6/18/2013	5:15 P.M.
Tentative Award of Contract	6/21/2013	
Contract Execution	6/28/2013	

2. Mandatory Pre-Bid Walkthrough

A mandatory pre-bid walkthrough and site inspection is scheduled for Thursday, 6/6/2013 at 9:30 A.M. for the purpose of inspecting the site and discussing concerns regarding this IFB. Please arrive 15 minutes early to sign in. All potential bidders must report to the State Auditor's Office lobby area at 555 Capitol Mall, Suite 300, Sacramento, California. Bidders must sign in (on the sheet provided) upon arrival and sign out upon completion of the walkthrough activities. Failure to comply with these provisions may result in the rejection of your bid. The State Auditor's designated representatives will conduct the pre-bid walkthrough of the facilities and disseminate any additional information to participants, if necessary.

3. Reasonable Accommodations

For bidders who have, and need assistance due to, a physical impairment, a reasonable accommodation for the mandatory pre-bid walkthrough will be provided upon request. The bidder must contact the State Auditor's receptionist at (916) 445-0255, by no later than June 5, 2013, to arrange for a reasonable accommodation

4. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders must submit their questions no later than 5:00 P.M. June 10, 2013.
- b) Written questions must include: the individual's name, firm name, complete address, and must reference IFB No. SA-13-01. Questions may be sent via e-mail to Ana Clark at proposals@auditor.ca.gov, faxed to (916) 322-7801, or sent to the following address:

California State Auditor's Office
Attention: Ana Clark
555 Capitol Mall, Suite 300
Sacramento, CA 95814

- c) Written responses to all questions will be collectively compiled and posted, as an Addendum, to the State Auditor's Web site and the BidSync Web site (see below). It is the responsibility of the bidder to access the Web sites for any changes or Addenda that may be posted. Refer to *Section III, Bid Requirements and Information, Item 1 Time Schedule* of this IFB for the schedule of events and times. It is the responsibility of the bidder to check the BidSync for all addenda. Bidders may access the Web sites:

BidSync Web site: <http://www.bidsync.com/>
California State Auditor's Web site: <http://www.auditor.ca.gov>

5. Bid Inclusive Costs

- a) The State Auditor will re-use existing systems furniture. The project cost must include disassembly, transportation, and assembly of existing furniture according to prescribed floor plans.
- b) Any new furniture systems will be delivered to 621 Capitol Mall directly from the manufacturer. Project cost must include installation of any new furniture according to floor plans.
- c) The Contractor's pricing shall include all labor, supervision, materials, and equipment required to successfully perform the installation services and must detail the following:
 - i. Estimated number of bobtail loads/trailer loads for this project;
 - ii. Total number of estimated man hours for the project;
 - iii. Number of supervisors/foremen to be provided each day;
 - iv. Cost per man, per hour for additional work (NBH/OT);
 - v. Cost of two men, plus truck per hour for additional work (NBH/OT).
- d) State General Prevailing Wage Rates will apply for the County of Sacramento. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the internet at <http://www.dir.ca.gov>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

6. Subcontractors

Bidder may subcontract portions of the work as defined in Attachment I. If a subcontractor(s) is/are used, complete the Bidder Declaration form (Attachment I). Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permit, and/or certifications, shall be cause for rejection of bid.

7. Motor Carrier Permit

- a) If required by law, the lowest responsive responsible bidder must provide evidence, before contract award at a date specified by the State Auditor, that it possesses and maintains in good standing a Motor Carrier Permit (MCP) issued by the California Department of Motor Vehicles (DMV). The State Auditor will verify that the bidder has met this requirement prior to contract award and may check periodically throughout the term of the contract to ensure that the bidder's MCP is in effect and in good standing. Failure to meet this requirement will result in rejection of that bidder's bid or termination of the contract for default under the Termination provisions in the Sample Agreement (Attachment E) as applicable.
- b) Bidder must complete Section 9 (a) on the Bidder Certification (Attachment H) sheet to certify whether or not the vehicles the bidder will use for this Agreement are subject to DMV/CHP Motor Carrier Permit laws and regulations. If the MCP is required, the bidder shall pay any fees required to obtain and maintain in good standing all necessary licenses and permits to accomplish the work. The lowest responsive and responsible bidder must provide evidence of required permits before contract is awarded.

8. Insurance

The bidder who receives the Agreement Award must provide a Certificate of Insurance to the State Auditor within 10 working days from the date of the notification award. Refer to Attachments B, C, and D for the insurance requirements.

9. Darfur Contracting Act

The Darfur Contracting Act applies to any company that currently or within the previous three years has had business activities or other operations outside the United States. The bid package must include an executed Darfur Contracting Act Certification (Attachment G).

10. Bid Submittal

- a) All bids must be submitted and received by the State Auditor by the dates and times specified in the IFB, *Section III, Bid Requirements and Information, Item 1 Time Schedule* of this IFB. Late bids will not be considered. The bids must be submitted via hand-delivery or by mail service. All packages not properly labeled as indicated in paragraph 10(b) below, including overnight mail and hand-delivered packages, will be rejected.

- b) Bids must be submitted in a sealed envelope clearly marked, "Response to IFB SA-13-01, DO NOT OPEN" and addressed to:

California State Auditor's Office
Attention: Ana Clark
555 Capitol Mall, Suite 300
Sacramento, CA 95814

Bids not sealed and clearly marked will be rejected.

- c) All bids shall include the documents identified on the IFB's Required Attachment Checklist (Attachment K). Bids not including the required attachments(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic requirements and will be rejected.
- d) Bids must include references for five projects of similar size in the last five years. A minimum of three of these projects must include installation of Kimball Cetra and TRAXX systems furniture.
- e) Bids must provide proof of insurance requirements described in the Property Management Insurance Requirements (Attachment B) and State of California Insurance Requirements per paragraph 32 of the Sample Agreement (Attachment E).
- f) Bids must provide proof of a valid and current Public Utilities Commission (PUC) Household Goods Carrier License or a California Department of Motor Vehicles (DMV) Motor Carrier Permit and all other applicable and required licenses and permits.
- g) Only an individual who is legally authorized to contractually bind the proposing firm may sign the documents requiring signature, and each document must bear an original ink signature. An unsigned bid will be rejected.
- h) Bids must include the cost of performing all services described herein. Any attempt to modify the bid document to deviate from the work specifications contained in this IFB will not be considered and will cause a bid to be rejected.

11. Other Bid Submission Information

- a) A bid may be rejected if it is conditional, incomplete, or if it contains alterations or irregularities of any kind. The State Auditor may reject any bid on the basis that it is non-responsive or from a non-responsive bidder, and may waive any immaterial deviation from a bid. The State Auditor's waiver of any immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- b) Costs for creating bids and anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State Auditor.
- c) A bidder may modify a bid after its submission by first withdrawing the original bid then resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- d) A bidder may withdraw a bid, prior to bid opening, by submitting a written withdrawal request to the State Auditor, signed by the bidder or an agent authorized, in accordance with *section c* above.
- e) The State Auditor may modify this IFB prior to the date fixed for submission of bids by issuance of an addendum.
- f) The State Auditor reserves the right to reject all bids.
- g) Bidder should carefully examine worksites and specifications. Bidder shall investigate conditions and quality of surface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to lack of careful examination.
- h) The State Auditor will not accept alternate contract language from the bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.
- i) No verbal understanding or agreement shall be binding on either party.

12. Evaluation and Selection

- a) Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. The State Auditor or her designee will check the bid submittal package and verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State Auditor's needs.
- b) The contract, if awarded, will be awarded to the lowest responsive and responsible bidder.
- c) Bids that contain false or misleading statements or which provide references, which do not support an attribute or a condition claimed by the bidder, shall be rejected.
- d) The contract, if awarded, shall be awarded to the lowest responsive bidder meeting the specifications. A bid meets specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, except as otherwise specified by law, the State Auditor will draw lots to determine the successful Contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.
- e) In the event that additional services must be performed which was wholly unanticipated and is not specified in the proposed Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of these services, an amendment shall be allowable for scope of work changes for additional time or money, not to exceed 30% of the original amount of the original contract.

- f) The Contractor selected is required to provide written verification of insurance per the requirements of property management at 621 Capitol Mall and property management at 555 Capitol Mall. This written verification must be received within two business days of selection notification, or the State Auditor will have the option to select an alternate bidder.

13. Notice of Intent to Award

- a) The State will notify all prospective Contractors of its tentative decision to award the contract. Within five days after the notification is mailed by the State Auditor, any person or firm that has submitted a proposal and claims it was the lowest responsible bidder meeting the IFB specifications, can protest the tentative award of the contract to another party by submitting the grounds for the protest to the State Auditor. The State Auditor will make a final award of the contract if it determines that the grounds for the protest are invalid, the protester did not have standing, or there is no lawful basis for the protest.
- b) If the State Auditor determines that the grounds for the protest are lawful and valid, the State Auditor will notify all prospective Contractors of the tentative change in the award of the contract. The procedure described in the previous paragraph will then again be followed.

14. Conditions of Service

- a) After award of the contract and execution of the contract, should the Contractor fail to commence work within five working days after notification of the starting date, or suspend work for a period of five continuous working days after work has begun, the State Auditor may provide five calendar days written notice, posted at the job site or mailed to the Contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, the Contractor shall be liable to the State Auditor for the difference between the Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.
- b) All performance under the contract shall be completed on or before the termination date of the contract.
- c) Antitrust Provisions
 - i. The Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act [Chapter 2, commencing with section 16700, or Part 2 of Division 7 of the Business and Profession Code (BPC)] arising from purchase of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgement or the necessity of tendering to the awarding body any written assignments.

- ii. If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550 – 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550 – 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose, and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.
- d) If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to the State Auditor for actual damages resulting to the State Auditor therefrom or ten percent (10%) of the amount bid, whichever is less.
- e) Loss Leader usage is prohibited in this Solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a “loss leader” as defined in section 17030 of the California Business and Profession Code. “Loss Leader” means any article or product sold at less than cost: a) where the purpose is to induce, promote, or encourage the purchase of other merchandise; or b) where the effect is tendency or capacity to mislead or deceive purchasers or prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

15. Special Programs

The following Special Programs are applicable to this IFB.

- a) Small Business (SB) or Microbusiness (MB) Preference:
 - i. Small Business preference will be given to responsive and responsible Contractors who qualify as a certified SB or MB. Preferences to an SB will also include MB. To claim SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). If a prospective Contractor is claiming the (five percent) 5% SB preference, complete the Bidder Certification Sheet (Attachment H).
 - ii. Certified SB bidder(s) shall have precedence over Non-Small Business bidder(s) in the application of SB preference.
 - iii. SB preference may not be applied to any bid deemed with the solicitation instructions or from a bidder.

b) Disabled Veteran Business Enterprise (DVBE) Programs:

- i. DVBE Participation with No Goals: A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below.
- ii. DVBE Incentive Program:

The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE Participation per Table 1 is eligible to receive the incentive. Bidders who are not responsive or responsible, regardless of the amount of DVBE participation, are not eligible to receive the incentive.

The State Auditor will apply the incentive to bids proposing the utilization of DGS Certified DVBE firms identified in the Bidder Declaration, (Attachment I). Information provided on the Bidder Declaration shall be verified by the State Auditor prior to award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of the DVBE participation in the bid being evaluated per Table 1. When applying the DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

Table 1: DVBE Participation (Low Price Method)

Verified DVBE Participation	DVBE Incentive Amount
5% or More	5%
4% - 4.99 %	4%
3% - 3.99%	3%
2% - 2.99%	2%
1% - 1.99%	1%

Section IV

Attachment A

SCOPE OF WORK AND DESCRIPTION OF SERVICES

The offices of the California State Auditor (State Auditor) will be moving from 555 Capitol Mall (555) to 621 Capitol Mall (621). The State Auditor is reusing the majority of their systems furniture (Kimball Cetra and TRAXX systems) and supplementing it with additional systems furniture parts and pieces to increase the number of workstations.

SCHEDULE

The proposed schedule, subject to change, is as follows:

Tue, 9/3/13: After hours delivery of new furniture to 621, 10th floor Investigations. Begin installation.

Fri, 9/6/13: Afterhours delivery of new furniture to 621, 12th floor. Begin installation.

Fri, 9/13/13: Installation of new furniture at 621, 12th floor and 10th floor Investigations completed. Telecommunications cabling in the furniture to run concurrent with installation.

Thu, 9/12/13 at 5:00 pm: Furniture vendor begin dismantle of Phase 1 furniture. Remove and deliver to 621 afterhours; complete by 6:00 A.M. on Friday, September 13, 2013.

Fri, 9/13/13: Furniture vendor begin assembly of reused Phase 1 furniture. Cabling vendor may be required to finalize cabling in some areas, dependent upon design.

Sat, 9/14/13: If necessary, furniture vendor continue assembly of reused Phase 1 furniture; complete by Noon. Furniture vendor dismantle and begin removal/delivery of all reused Phase 2 furniture.

Sun, 9/15/13: Furniture vendor complete removal/delivery of reused Phase 2 furniture.

Mon, 9/16/13: Post-move adjustment crew.

Mon, 9/16/13 – Thur, 9/19/13: Furniture vendor install Phase 2 furniture.

Thu, 9/19/13 at 5:00 pm: Furniture vendor begin dismantle/remove/deliver any remaining Phase 2 furniture afterhours (furniture parts that may have been unavailable prior to this date).

Fri, 9/20/13: Furniture vendor assemble remaining Phase 2 reused furniture. Cabling vendor may be required to finalize cabling in some areas, dependent upon design.

Sat, 9/21/13: If necessary, furniture vendor continue assembly of Phase 2 reused furniture; complete by Noon. Furniture vendor dismantle and begin removal of all available Phase 3 furniture.

Sun, 9/22/13: Furniture vendor complete removal/delivery of all available remaining Phase 3 reused furniture.

Mon, 9/23/13: Post-move adjustment crew.

Mon, 9/23/13 – Thur, 9/26/13: Furniture vendor install all available Phase 3 furniture.

Thu, 9/26/13 at 5:00 pm: Furniture vendor begin dismantle of any remaining Phase 3 furniture. Remove and deliver to 621 afterhours, complete by 6:00 A.M. on Friday, September 27, 2013.

Fri, 9/27/13: Furniture vendor assemble remaining Phase 3 reused furniture. Cabling vendor may be required to finalize cabling in some areas, dependent upon design.

Sat, 9/28/13: If necessary, furniture vendor continue assembly of Phase 3 reused furniture; complete by Noon. Furniture vendor dismantle and begin removal of all remaining furniture (surplus).

Sun, 9/29/13: Furniture vendor or move vendor complete removal of any surplus furniture. The State Auditor's Representative will provide the furniture vendor with direction on where surplus furniture is to be delivered. Some of the parts are to be delivered to 621, and the remainder are to be delivered to a surplus recovery site in the greater Sacramento area. Vendor to anticipate that this surplus product will need to be stored at the vendor's facility for up to two weeks prior to delivery.

Mon, 9/30/13: Post-move adjustment crew.

GENERAL CONDITIONS

The following general conditions and specifications are in addition to installation plans and parts lists, and any contractual requirements:

1. Requests for information/clarification are to be made to the State Auditor's Representative. The furniture installers are responsible for requesting information immediately if they do not have complete understanding of all installation plans, instructions, and specifications. The State Auditor's Representative will be available on a daily basis to assist as needed. If necessary, the State Auditor's Representative will obtain clarification from the furniture space planner and provide this information to the Lead Installer.
2. During installation the Lead Installer is responsible to report any discrepancies with measurements or building conditions, incorrect product, missing product, conflicts with other Contractors, etc., to the State Auditor's Representative immediately. The State Auditor's Representative will assist the Lead Installer with resolution of any problems.
3. The State Auditor's Representative will provide direction on the sequence and timing of the move. Scheduling details will be finalized one week prior to move.
4. All active move into 621 is restricted to Saturdays/Sundays or after 6:00 P.M. and before 6:00 A.M. on Monday through Friday. Vendor to adhere to all requirements in attached 621 Building Rules and Regulations document. At no time shall the vendor block access to the parking garage. Vendor shall not park on 7th Street during Morton's Restaurant business hours or in any way block patron access to the restaurant.

5. Vendor is required to provide written verification of insurance per the requirements of property management at 621 and property management at 555. This written verification must be received within two business days of selection notification, or the State Auditor will have the option to select an alternate vendor.
6. Post-move adjustment crew is two men with tools and equipment for eight hours on site. Estimate that 50% of this time will be after normal business hours. Transport of furniture parts to and from facilities may be required. Vendor to provide tools and hardware, and ensure skilled labor is in place.
7. Vendor agrees that the schedule is subject to change and that vendor's services and schedule must be flexible to meet any revisions. Schedule revisions will NOT be cause for change order or additional cost to the project. The State Auditor's Representative will keep the vendor informed of any revisions to schedule.
8. Vendor shall be responsible for scheduling, supplying, installing, and de-installing all materials required to fully protect all facilities as determined by the State Auditor's Representative. Specific items that will require protection will include, but will not be limited to, lobby floors, main pathway doorframes, etc. Vendor shall be responsible to pay for all damages caused by the vendor.
9. Vendor's Lead Installer shall attend pre-move meeting with the State Auditor's Representative approximately 24-36 hours prior to the commencement of each move. Lead Installer will walk sites with the State Auditor's Representative and identify any potential concerns. Any existing damage to the existing facilities and new facility will be noted during this walkthrough. Schedule details will be reviewed and finalized at this time.
10. Vendor shall be required to dress in the same colored uniform for security reasons. Vendor to check in and out with security at both 555 and 621 and maintain contact with the security teams while items are being removed from or delivered to these facilities.
11. There will be other vendor activity taking place at both facilities during the relocation. Therefore, vendor shall expect to work together with the other vendors throughout the move process.
12. Prior Authorization for Change Order Work: No work for which vendor intends to be paid shall be performed without the prior written authorization from the transition planner. Written authorization MUST include estimated cost. Minor adjustments during the installation and punch walkthrough process are considered normal installation practices and are not cause for change orders.

DELIVERIES

1. The State Auditor's Representative will provide a delivery schedule to the Lead Installer. Updates will be provided as needed.
2. Furniture will be shipped to vendor's identified warehouse, unloaded, and stored until installation. Receipt of product includes verification of product against receiving paperwork and inspection of product for possible damage. Any damaged or missing product will be reported to the State Auditor's Representative immediately. Vendor to separate product by phase and deliver to 621 per schedule.

3. On occasion deliveries may be delayed (i.e., truck breakdown, weather conditions, severe traffic conditions). If this situation arises, the State Auditor's Representative and Lead Installer will determine the best course of action to keep the project on schedule.
4. Exact date and time of small deliveries are not provided by manufacturers and trucking companies. The State Auditor's Representative will make every effort to provide the Lead Installer with accurate delivery dates for small deliveries.

PANELS/ELECTRICAL/TELECOMM

1. The State Auditor's Representative will provide electrified furniture base feeds to the General Contractor at least (one) 1 week prior to the first phase of furniture installation. The General Contractor will be responsible for installing electrified furniture base feeds. Furniture installers will connect base feeds to furniture panels. Remaining phases will utilize existing furniture electrical base feeds.
2. In areas where cabling connects directly to furniture from the wall, cable installers will have cable coiled on floor prior to furniture panels being installed. Furniture installers will pull cabling through base of nearest panel and leave cabling coiled on floor for cable installers.
3. Cable installers will snap panel base covers back into place after completing cable pulls.
4. Panel runs will be installed within ½ inch of plan, with measurements taken from existing hard walls.
5. Panel run splines will be straight, within ¼ inch vertical variance every 40 feet, measured against ceiling tile T-bar.
6. All glides will be adjusted to level panels within a ¼ inch horizontal elevation variance every 40 feet, measured against ceiling tile T-bar. Extreme variance (more than two inches every 40 feet) in levelness of existing flooring may be cause for an increased tolerance. In such conditions, panels will be adjusted with the use of glides to within ¼ inch of what flooring conditions allow. Panel levelness will be verified by a laser level, which will be provided by furniture installers.
7. Power & communication poles will be installed with panels. The General Contractor is responsible for cutting of ceiling tiles around power and communication poles. Ceiling tiles will not be cut until furniture is fully aligned. The cabling Contractor is responsible for re-attaching communication pole covers once cables have been pulled through poles, however, furniture installers are responsible for checking condition of poles and making any necessary adjustments. Furniture installers are to install pole trim pieces once other trades are complete.
8. Due to location of T-bar, sprinklers, A/C components, etc., adjustments may need to be made in location of power poles and communication poles. This is considered normal installation conditions. The State Auditor's Representative will assist the Lead Installer in determining optimum placement when conflicts occur.

9. All receptacles are to be tested after electrician makes connection to building power. It is not acceptable to test only a percentage of the receptacles. This testing will include verification of correct ground and neutral connections, not simply if electricity is available at the outlet. If any electrical deficiencies are discovered after the walkthrough, the vendor is contractually required to correct the issue within 24 hours of notification at no additional charge.
10. Panel base covers will be fully snapped into place.

COMPONENTS

1. Task lights shall have wire management clips installed and be plugged into power source.
2. Locks will be installed per plan and tested to ensure proper functioning.
3. Work surfaces are to be installed at required height and leveled with top of panels. Work surfaces will be ganged together and flushed. Gaps between surfaces shall be even and standard throughout the workstations.
4. Keyboards will be installed per plan. When necessary, self-tapping screws may be needed to attach track to a work surface with metal bracing. Keyboards will be adjusted as needed to ensure proper functioning.
5. Pencil drawers will be placed according to plan. Installers need to ensure keyboard clearance when installing pencil drawers — pre-drills in work surfaces will not always be in the correct location for these requirements.

FILING/STORAGE CABINETS

1. All files and storage cabinets will be leveled and detailed, with hardware unpackaged and installed, exterior labels removed, and locks installed and tested.
2. Drawers and doors will be tested and adjusted as needed.
3. Runs of two or more files or storage cabinets are to be leveled and aligned with adjacent cabinets.

SEATING

1. The State Auditor's Representative will provide direction on placement of any seating prior to delivery.
2. Furniture installers will strip chairs of all shipping material, however, instruction tags will remain in place.

MISCELLANEOUS PRODUCT

Any product specified to be attached to walls shall be anchored securely according to manufacturer's recommendations and specific direction from State Auditor's Representative. Toggles will be used except where studs are in place.

WIPE DOWN/DEBRIS REMOVAL

1. Furniture installers are responsible for removal of packing materials and other debris from the premises, on a daily basis. Facility dumpsters and trash receptacles are not to be used.
2. As each phase of the project is completed, all surfaces are to be wiped down and cleaned with approved cleaning materials, marks on panels brushed out, and any remaining packing materials and other debris removed from the premises.
3. Carpeted areas are to be vacuumed; floors are to be swept free of debris.

PUNCH WALKTHROUGH

1. The Lead Installer will perform a pre-punch walkthrough with the State Auditor's Representative at the completion of each phase of the project. Corrections are to be made at the time of walkthrough, unless additional parts are required. After corrections are made, the State Auditor's Representative will perform a follow-up walkthrough of the phase. If necessary, the Lead Installer will be available for the follow-up walkthrough.
2. A final punch walkthrough will be performed by the State Auditor's Representative and the Lead Installer. There should be a small crew available during the walkthrough to make any necessary adjustments.
3. All punch items that do not require new product are to be completed within 12 hours of the final punch walkthrough.

Attachment B

PROPERTY MANAGEMENT INSURANCE REQUIREMENTS — 621 Capitol Mall

Property Management Vendor Insurance Summary

Please note this is a summary only of the insurance requirements for Contractors and Vendors that provide services at 621 Capitol Mall. Please consult your actual Master Service Agreement for more details.

Commercial General Liability Insurance written on an occurrence basis, with general aggregate limits of at least \$2,000,000, with a \$1,000,000 per occurrence limit and at least \$1,000,000 products/completed operations. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Contractor's services or other activities associated with this contract, including, without limitation, Contractor's obligations under the indemnity section of this contract. The Contractor's General Liability Insurance coverage shall be effective no later than the date Contractor's service is first performed for owner and shall include:

1. Premises and Operations coverage with X, C and U exclusions deleted, if applicable;
2. Broad Form Property Damage coverage (including products and completed operations);
3. Bodily Injury/Personal Injury coverage;
4. Advertising Injury coverage; and
5. Contractual Liability coverage, including both oral and written contracts

Worker's Compensation Insurance and occupational disease insurance as required by law (including employer's liability) covering the location of all work places involved in this Agreement, with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit), and bodily injury by disease (each employee).

Automobile Liability Insurance, including liability for all owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 each accident, combined bodily injury and property damages; such coverage must be for (A) "any auto," or (B) "all owned autos, hired autos, and non-owned autos."

Excess Liability Insurance providing following form coverage over the underlying general liability, automobile liability, and employer's liability insurance policies described above. The minimum occurrence and aggregate limits are \$5,000,000.

The following endorsements must be received:

1. General Liability Waiver of Subrogation;
2. Workers Compensation Waiver of Subrogation; and
3. Additional Insured Endorsement shall be at least as broad as ISO CGL Endorsement CG2010 11/85 unless a different form is specifically agreed to in writing. Additional insured status must extend to both ongoing and completed operations.

Additional insured should be listed verbatim as follows in the schedule:

“621 Capitol Mall, LLC, David S. Taylor Interests, Inc., U.S. Bank National Association, and each of their agents, affiliates, members, officers, directors, employees, successors, and assigns.”

The certificate holder address should read verbatim the following:

621 Capitol Mall, LLC
c/o David S. Taylor Interests, Inc.
621 Capitol Mall
Sacramento, CA 95814

555 Capitol Mall Insurance Requirements

Client#: 49586	WESTLAGLO	DATE (MM/DD/YYYY) 09/06/2007
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured as per the Additional Insured form attached. Insured's policy shall be primary.

(See Attached Descriptions)

CERTIFICATE HOLDER

Plaza Five Fifty Five
 555 Capital Mall, Suite#240
 Sacramento, CA 95814

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attachment C

PROPERTY MANAGEMENT BUILDING RULES — 555 Capitol Mall

MOVING, DELIVERIES & CONTRACTORS

TENANT CONTACT INFORMATION

The Property Management team at the U.S. Bank Tower employs all possibilities to facilitate communication including a web-based protocols and an emergency alert system. Conversely, it is equally important that Tenant's designate certain key individuals as designated tenant contacts. The following is an ideal format to support a strong and viable Tenant / Landlord communication:

Lease Contact Information

Includes contact information for key contacts described in the lease documentation. Communication with the Lease Contact person would include questions regarding the lease or changes to the lease language.

Tenant Facility Manager (TFM)

The Tenant Facility Manager, also known as a TFM, is the main contact person between Property Management and the Tenant. TFM responsibilities include managing employee information and Service Requests within Workspeed, the building's virtual communication system, as well as overtime HVAC requests and building notice distribution. The Landlord recommends a minimum of two (2) TFM's per tenant, however the Tenant may designate as many as they feel necessary.

Accounting Contact Information

An accounting contact is helpful to Property Management when there are questions with payments and how they were intended to be applied (and vis-a-versa).

Construction and Tenant Improvement Contact

The construction process involves a large amount of time making decisions that will affect the occupants throughout their tenancy. In order to get them right, a construction contact with the tenant is essential. This person will be responsible for answering questions on finish selections as well as electrical, plumbing elements and furniture.

PLAZA FIVE FIFTY FIVE MOVING RULES AND REGULATIONS

1. Tenants shall give the building management a moving schedule in writing as soon as practical, but no later than one week prior to the move. This schedule should give the exact beginning time and ending time (best estimate). Tenants shall also at this time provide a list of all Contractors involved in the move, including existing furniture movers, new furniture movers (if applicable), telephone equipment installers, etc. *Plaza Five Fifty Five must have a Certificate of Insurance onfile listing Plaza Five Fifty Five as the additional insured for all Contractors doing business in this building.*
2. The freight elevator is the only elevator to be used for tenant moves and/or deliveries. For special circumstances, if additional elevators are required, up to two passenger elevators may be padded for use of the Tenant. The elevators will generally be available as follows:

Business Days

Weekends & Holidays

Freight elevator: after 4:30 p.m.

8:00 a.m. - 8:00 p.m.

Passenger elevator: after 5:30 p.m. until 2:00 a.m.

Tenants are advised to make arrangements with the Building Manager's office as soon as possible, as the designated elevators will be made available on a first come, first served basis.

3. The building management must approve all Contractors in advance and reserves the right to withhold approval of any such Contractor(s) if in its sole judgment there is doubt that such Contractor can be expected to fully comply with all rules of the building; or for any other reason. The Contractor must have at minimum \$1,000,000.00 general/excess liability insurance, auto liability, workers compensation and employers' liability insurance.
4. Movers must use masonite runners on all finished floors in the common areas (4' x 8' x 1/4" minimum).
5. The moving company will be required to remove all boxes, trash, etc. left behind. Once the move is complete, any materials left behind will be disposed of and charges will be billed to the tenant.
6. Tenant shall designate an employee or agent (Moving Supervisor) who will be the Tenant's liaison with Landlord during the move. Tenant and Tenant's moving Contractor(s) shall comply with all such procedures (as well as all other rules and regulations of the Building), including protection of floors, access to the Building, parking of moving vehicles, etc. The Moving Supervisor will be instructed as to operation of the elevator(s) and the Moving Supervisor will be responsible for its operation.
7. The Moving Supervisor shall meet with the Building Management to review the condition of the elevator, the Premises and any public areas for prior damage and will compile a list noting the condition of each area (pre move-in/move-out punch list). The Tenant will be responsible for any damage to the Building which is not previously noted on the pre move in punch list.

Attachment D

STANDARD AGREEMENT FORM

Standard Agreement Form

STATE OF CALIFORNIA
STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
 STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this _____ day of _____, 2001, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting TITLE OF OFFICER ACTING FOR STATE _____ AGENCY _____, hereafter called the State, and CONTRACTOR'S NAME _____, hereafter called the Contractor.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CONTRACT NUMBER</td> <td style="width: 50%;">AM. NO.</td> </tr> <tr> <td colspan="2">TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER</td> </tr> </table>	CONTRACT NUMBER	AM. NO.	TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	
CONTRACT NUMBER	AM. NO.				
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER					

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed,
 does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time
 for performance or completion, and attach plans and specifications, if any.)*

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)
BY (AUTHORIZED SIGNATURE) ▷	BY (AUTHORIZED SIGNATURE) ▷
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ _____	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE	Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ _____	ITEM	CHAPTER	
TOTAL AMOUNT ENCUMBERED TO DATE \$ _____	OBJECT OF EXPENDITURE (CODE AND TITLE)	STATUTE	
		FISCAL YEAR	
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE	

CONTRACTOR
 STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER

Attachment E

SAMPLE AGREEMENT

General Terms and Conditions

1. **PURPOSE** _____ (Refer to Purpose in this IFB).
2. **TERM** _____
3. **DESCRIPTION OF SERVICES (Refer to the Scope of Work in Attachment A of this IFB)**
4. **AMOUNT PAYABLE**

The total amount payable under this Agreement may not exceed _____ and is payable as follows:

- (a) The State shall pay the Contractor for each hour of services actually performed under this Agreement in accordance with the hourly rate schedule attached hereto as ____ (as proposed by selected Contractor), up to the maximum amount of the contract.
- (b) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance under this Agreement, including travel and living expenses, per diem, and taxes, unless expressly provided.
- (c) The State may withhold an amount equal to ten percent (10%) of the amount claimed on each invoice submitted by the Contractor. The amounts withheld shall be paid by the State upon successful completion and acceptance of the work project by the State, and a determination by the State that Contractor has complied with paragraph 9 of these General Terms and Conditions.
- (d) No minimum amount of work is guaranteed by this Agreement.
- (e) The State, in its sole discretion, may permanently reduce the amount payable for a specific deliverable that the Contractor fails to deliver on the mutually agreed upon date by up to five percent (5%) of the amount payable for that deliverable.
- (f) The State shall make payment to the Contractor, as promptly as fiscal procedures permit, for services performed under this Agreement in accordance with applicable completion criteria and in accordance with the invoices submitted by the Contractor. The State's obligation to pay any amounts due under this Agreement is contingent upon the appropriation and approval of funds for that purpose.

- (g) The Contractor, when billing the State for services under this Agreement, shall itemize the dates, hours, and location, together with a description of the services performed, and shall identify specifically the individuals performing those services and hourly rate paid to those individuals. Further, the Contractor shall provide detail on the following:
- 1) Total number of bobtail loads/trailer loads for this project;
 - 2) Total number of estimated individual hours for the project;
 - 3) Number of supervisors/foremen to be provided each day;
 - 4) Cost per individual, per hour for additional work (NBH/OT);
 - 5) Cost of two individuals, plus truck per hour for additional work (NBH/OT).
- (h) It is mutually agreed that if the Budget Act of the current year, and/or any subsequent years covered under this Agreement does not appropriate sufficient funds, as determined by the California State Auditor, for the services contemplated by the Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of the Agreement.
- (i) The parties mutually agree that if the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

This contract, so far as it relates to the State, is valid and enforceable only if sufficient funds are made available to the State by the California State Legislature for the purpose of this program. In addition, this contract is subject to any special restrictions, limitations, conditions, any statute enacted by the State Legislature that may affect the provisions, terms or funding of this contract in any manner. The State has a financial obligation under this Agreement or the related Addendum to determine that existing appropriations are available, sufficient in amount to pay for such purchases or such other financial obligations.

Each participant has the option to terminate its participation, or to amend its contract, to reflect any reduction in funds.

5. CONTRACTOR PERSONNEL

- (a) The Contractor, and the agents and employees of the Contractor, shall act, in the performance of this Agreement, in an independent capacity and not as officers, employees, or agents of the State. In accordance with that independent capacity, it is mutually understood and agreed that the State has no right under this Agreement to control or direct the manner or means by which the Contractor undertakes to provide the services to be rendered to the State, and that the Contractor shall exercise independent judgment in all matters pertaining to the manner and means of its performance under this Agreement.

- (b) Subject to subparagraph (a) of this paragraph 5, the Contractor shall ensure that its employees and agents, whenever performing services on the State's premises, observe all reasonable instructions and directions issued by the State.
- (c) Nothing contained in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. PROJECT COORDINATOR

_____ is the designated Project Coordinator under this Agreement. The State may change the Project Coordinator at any time by submitting to the Contractor a written notice of change signed by the State. _____ is the designated Project Coordinator for the Contractor. _____, on behalf of the Contractor, shall be responsible for coordinating with the State as required, or necessary for performance of the services provided under this Agreement.

7. BUSINESS SERVICES COORDINATOR

_____ is the designated Business Services Coordinator. Any questions regarding billing or other similar questions should be directed to _____.

8. RECORD RETENTION

Any records obtained by the Contractor during the course of the project are the exclusive confidential property of the State. The Contractor shall respect and maintain any confidential records obtained during the course of the project and shall return them to the State.

9. STATE PERSONNEL

The Contractor will not be permitted to use the State's personnel for performing services that are the responsibility of the Contractor unless that use is previously agreed to in writing by the Project Coordinator, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of state employees while performing, coordinating, or monitoring functions.

10. ASSIGNMENT

The Contractor may not transfer by assignment, subcontract, or novation the performance of this Agreement or any part thereof, except with the prior written approval of the State as to each such assignment, subcontract, or novation.

11. AMENDMENT OF AGREEMENT

This Agreement may be amended by mutual consent of the State and the Contractor. An alteration of or variation from the terms of this Agreement is not valid unless made in writing and signed by the parties to this Agreement.

12. NOTICE

- (a) Notice to either party may be given by certified mail properly addressed. Postage must be fully prepaid to the address for each party in subparagraphs (c) and (d) of this Paragraph 12. That notice shall be effective when received as indicated by post office records or, if deemed undeliverable by post office, that notice shall be effective nevertheless 15 days after mailing.
- (b) Alternatively, notice may be given by personal delivery by any means whatsoever to the party at the address designated. That notice shall be deemed effective when delivered unless a legal holiday for state offices commences during said 24-hour period, in which case the effective time of the notice shall be postponed 24 hours for each intervening day.

- (c) For the above purposes, the State's address is:

California State Auditor, 555 Capitol Mall, Suite 300, Sacramento, California 95814

- (d) For the above purposes, the Contractor's address is:
-

13. TERMINATION

- (a) If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to the State for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- (b) The State reserves the right to terminate this Agreement without cause upon 30 days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.
- (c) The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance or frustration of purpose, but does not include material breach, default, or termination for convenience." In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- (d) In the event that the total Agreement amount is expended prior to the expiration date, the State may, at her discretion, terminate this Agreement with 30 days notice to the Contractor.

14. COVENANT AGAINST GRATUITIES

The Contractor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or by any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the State may terminate this Agreement immediately, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this Paragraph 14 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof or the right of the State thereafter to enforce each and every such provision.

16. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future state and federal laws, county and municipal ordinances, and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, its subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the State's Representative in writing.

17. EQUIPMENT INDEMNIFICATION

- (a) The Contractor shall indemnify the State for any claims against the State for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall, at the Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operation of the Contractor or the Contractor's employees under this Agreement.
- (b) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

18. DISPUTES AND VENUE

- (a) Any dispute arising under or relating to the performance of this Agreement, which is not disposed of by agreement, shall be decided by the State and that decision shall be reduced to writing and mailed or otherwise furnished to the Contractor.
- (b) If the Contractor does not agree with the State's decision, either party may assert its other rights and remedies within this Agreement or within a California court of competent jurisdiction.
- (c) Neither the pendency of a dispute nor its consideration by the State will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

19. LIMITATION OF STATE LIABILITY

- (a) The liability of the State under this Agreement shall not exceed the total amount payable under the Agreement, as set forth in Paragraph 4 of this Agreement.
- (b) In no event will either the Contract or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages.

20. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

21. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to injury to the person or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- (a) The State will notify contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- (b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

22. LAW GOVERNING

This Agreement, and any amendments to this Agreement, shall be governed by the laws of the State of California both as to interpretation and performance regardless of the specific location of any performance.

23. AGREEMENT IS COMPLETE

- (a) This Agreement represents the complete and exclusive statement of the agreements between the State and the Contractor with respect to the subject matter of this Agreement, and supersedes all prior agreements, proposals, representations, and other communications, written or oral, between the State and the Contractor regarding this subject matter. The State and the Contractor agree that there are no oral or written covenants, conditions, or agreements with respect to the subject matter of this Agreement except as set forth in this Agreement.
- (b) In the event of a conflict between the provisions of any Rider or other Attachment to this Agreement and the provisions of the General Terms and Conditions of this Agreement, the provisions of these General Terms and Conditions shall govern.

24. PREVAILING CLAUSES

In the event of a conflict between the provisions of any rider or other attachment to this Agreement and the provisions of the General Terms and Conditions of this Agreement, the provisions of these General Terms and Conditions shall govern.

25. CAPTIONS

The paragraph headings appearing in this Agreement have been inserted for convenience and for ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the paragraphs to which they pertain.

26. FORCE MAJEURE

Except for defaults of subcontractors, the Contractor and the State are not responsible for delays or failures to perform resulting from acts beyond the control of the nonperforming party. Those acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, earthquakes, other disasters, governmental statutes or regulations imposed after the fact, and ancillary functions or utilities that are provided by a person or entity not a party to this Agreement. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and the default arises out of causes beyond the control of either the Contractor or the subcontractor, without the fault or negligence of either of them, the Contractor is not liable for damages for that delay or failure, unless the supplies or services to be furnished by the subcontractor were available from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

27. NONDISCRIMINATION CLAUSE

- (a) During the performance of this Agreement, the recipient, Contractor, and its subcontractors, if subcontracting is otherwise permitted under this Agreement, shall not deny the Agreement's benefits to any person, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, ethnicity religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, and denial of family care leave. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.), the regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

- (c) Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- (d) Recipient, Contractor, and its subcontractors, if subcontracting is otherwise permitted by this Agreement, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract, if subcontracting is otherwise permitted under this Agreement.
- (f) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which the Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the California Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final, or obtained an injunction under Government Code Section 12973.
- (g) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this Agreement, and any loss or damage sustained by the State shall be paid for by the Contractor. Additionally, the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the Agreement and the actual cost thereof to the State.

28. TIME OF PERFORMANCE

Time is of the essence for purposes of this Agreement, including the performance of services under any schedule established under this Agreement.

29. WITHHOLDING ON PAYMENTS TO CALIFORNIA NONRESIDENTS

Payments made to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state are subject to seven percent (7%) state income tax withholding (California Revenue and Taxation Code Section 18662).

Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California. No withholding is required on payments for goods.

The Franchise Tax Board may reduce the withholding if the seven percent (7%) will result in substantial overwithholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information, or to request a waiver or reduced withholding rate, contact:

Nonresident Withholding Waiver Requests
Nonresident Withholding Section MS F-265
Franchise Tax Board
PO Box 651
Sacramento, CA 95812-0651
Telephone: (916) 845-4900; Fax: (916) 845-4831

30. AGENCY LIABILITY

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bon afide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

31. INSURANCE REQUIREMENTS

- (a) Insurance companies must be acceptable to the State. If self-insured, review of financial information may be required. Coverage for both general negligence and professional liability must be in-force for the complete term of contract. If insurance coverage expires during the term of the contract, a new certificate must be received by the State at least ten days prior to the expiration of this contract. Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 days prior written notice to the State. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (b) If the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such even, subject to the provisions of this contract.
- (c) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

- (d) The Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. Contractor shall provide proof of Professional Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts.

32. CERTIFICATE OF SPECIAL TERMS AND CONDITIONS

The Contractor provided a certification of Special Terms and Conditions with its response to IFB # 13-01 which is attached hereto as Rider ____ to this Agreement and incorporated herein by reference as though fully set forth in this Agreement.

NOTE: ADDITIONAL TERMS AND CONDITIONS MAY APPLY DEPENDING ON THE PROPOSAL AND/OR THE PROPOSER.

Attachment F

SPECIAL TERMS AND CONDITIONS

Certification

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

1. **STATEMENT OF COMPLIANCE:** The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this Agreement, the Contractor certifies, under penalty of perjury under the laws of the State of California, that the Contractor shall comply during the term of this Agreement with the Drug-Free Workplace Act of 1990 [Ch. 5.5 (commencing with Sec. 8350), Div. 1, Title 2, Gov. Code.] and shall provide a drug-free workplace by taking all of the following actions:
 - (a) Publishing a statement that notifies the Contractor's employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifies the actions to be taken against employees for violations, as required by Government Code, Section 8355(a)(1).
 - (b) Establishing a drug-free awareness program, as required by Government Code, Section 8355(a)(2), to inform the Contractor's employees about all of the following:

- (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- (c) Providing, as required by Government Code, Section 8355(a)(3), that each of the Contractor's employees engaged in the performance of this Agreement receives a copy of the drug-free policy statement described in Subparagraph (a) of this Paragraph 24 and agrees to abide by the terms of that statement as a condition of his or her employment by the Contractor in the performance of this Agreement.
- (d) The failure to comply with the requirements of this Paragraph 24 is grounds for the suspension of payment by the BSA under this Agreement or termination of the Agreement, or both. The Contractor may be ineligible for the award of any future BSA contracts if the BSA determines that the Contractor has either made false certification under this Paragraph 24 or violated the certification by failing to carry out these requirements.
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** By signing this Agreement, the Contractor certifies under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court that orders the Contractor to comply with an order of the National Labor Relations Board. This provision shall be construed in accordance with Section 10296 of the Public Contract Code.
4. **EXPATRIATE CORPORATIONS:** The Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.
5. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Contract Code, Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. **CONFLICT OF INTEREST:** The Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by the Contractor shall render this Agreement void (Pub. Contract Code §10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time, and payment for per diem (Pub. Contract Code §10430(e)).

2. LABOR CODE/WORKERS' COMPENSATION: The Contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and the Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code, Section 3700).
3. AMERICANS WITH DISABILITIES ACT: The Contractor assures the State Auditor that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State Auditor will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA: When agreements are to be performed in the state by corporations, the contracting agencies will verify that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

“Doing Business” is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will an incorporated Contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State Auditor with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an Agreement, authorizing execution of the Agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board of an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal laws relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Contractors that are not another state agency or other governmental entity.

Attachment H

BIDDER CERTIFICATION SHEET

This Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

**An Unsigned Bidder Certification Sheet
 May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information: 9(a) Are the vehicles being used subject to DMV/CHP motor permit laws?		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending:		

Attachment I

BIDDER DECLARATION

State of California Department of General Services, Procurement Division
 GSPD-05-1 (05)

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ____ No ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ____ No ____
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ____ No ____ N/A ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page ____ of ____

State of California—Department of General Services, Procurement Division
GSPD-05-105 (EST 8/05) Instructions

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is not listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

Attachment J

BIDDERS ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS

_____ acknowledges that the State General Prevailing Wage Rates will apply
Print Name of Bidder
for the County(ies) of _____. If awarded this contract, I acknowledge it will be
my responsibility to ensure the payment of appropriate prevailing wages rates to all employees who
participate on this contract throughout the duration of this contract.

Bidder's Signature

Date

Attachment K

REQUIRED ATTACHMENT CHECKLIST

A complete bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State Auditor. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	4 (four) Copies of Proposal (in a sealed envelope)
_____ Attachment 3	Bidders Declaration (Attachment I)
_____ Attachment 4	Certification of Special Terms and Conditions (Attachment F)
_____ Attachment 5	Bidder Certification Sheet (Attachment H)
_____ Attachment 6	Darfur Contracting Certification (Attachment G)
_____ Attachment 7	Acknowledgement of Prevailing Wage Requirements (Attachment J)